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November 18, 2024

VIA ECF

Hon. Jesse M. Furman
U.S. District Judge
U.S. District Court for the Southern District of New York
Thurgood Marshall United States Courthouse
40 Foley Square
New York, NY 10007

Re: WWTAI AirOpCo 1 Bermuda Ltd. v. Aero Norway AS
Case No. 23-cv-08592

Your Honor:

This firm represents plaintiff WWTAI AirOpCo 1 Bermuda Ltd. ("FTAI") in the above litigation.

We write, together with counsel for defendant Aero Norway AS ("Aero Norway"), to inform the Court that FTAI and Aero Norway executed a confidential settlement agreement on November 11, 2024 fully resolving FTAI's claims against Aero Norway (which settlement agreement does not resolve Aero Norway's claims against third-party defendant UTair Aviation Joint-Stock Company).

The settlement agreement requires full performance of the parties' obligations thereunder no later than December 23, 2024.

Accordingly, we respectfully request that the Court adjourn all deadlines pertaining to FTAI's claims against Aero Norway *sin die* pending completion of performance under the settlement agreement; FTAI and Aero Norway anticipate filing a stipulation of dismissal with prejudice following the completion of such performance in late December.

In the alternative, FTAI and Aero Norway would be amenable to the Court now dismissing FTAI's claims against Aero Norway *without* prejudice, with such dismissal to automatically convert to one with prejudice after sixty days in the absence of further communication from FTAI or Aero Norway.

We thank the Court for turning its attention to this matter.

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Respectfully submitted,

s/Daniel C. Green

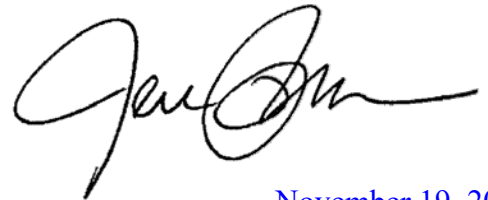
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cc: All Counsel (via ECF)

Application GRANTED. FTAI's claims against Aero Norway are hereby dismissed without prejudice to the right to revive the same **within sixty days** of the date of this Order if the settlement is not consummated.

To be clear, any application to revive FTAI's claims **must** be filed **by the aforementioned deadline**. If no such application is received by that deadline, the dismissal will automatically convert into a dismissal with prejudice, and any application to revive filed thereafter may be denied solely on that basis. **Further, requests to extend the deadline to revive are unlikely to be granted.**

If the parties wish for the Court to retain jurisdiction for the purposes of enforcing any settlement agreement, they **must** submit the settlement agreement to the Court by the deadline to reopen to be "so ordered" by the Court. Per Paragraph 5.B of the Court's Individual Rules and Practices for Civil Cases, unless the Court orders otherwise, the Court will not retain jurisdiction to enforce a settlement agreement unless it is made part of the public record. SO ORDERED.



November 19, 2024